# IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA

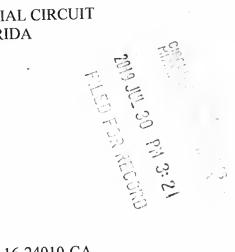
JAVIER NAVARRO VELASCO, as Trustee of FICREA S.A. DE C.V., SOCIEDAD FINANCIERA POPULAR, (In Liquidation),

Plaintiff,

v.

RAFAEL ANTONIO OLVERA AMEZCUA, RAFAEL ALEJANDRO OLVERA SILVA, n/k/a RAFAEL HARLOW, SUSANA SILVA TORTOLERO DE OLVERA, LEADMAN TRADE INC., et al.

Defendants.



CASE NO: 16-24010-CA

Complex Business Litigation Section

## AGREED JOINT ORDER OF ENTRY OF FINAL JUDGMENT

Plaintiff JAVIER NAVARRO VELASCO, as Trustee of FICREA S.A. DE C.V., SOCIEDAD FINANCIERA POPULAR (In Liquidation) ("FICREA"), and Defendants RAFAEL ANTONIO OLVERA AMEZCUA, RAFAEL ALEJANDRO OLVERA SILVA n/k/a RAFAEL HARLOW, SUSANA SILVA TORTOLERO DE OLVERA, MARIANA DIAZ ARAUJO n/k/a MARIANA DA HARLOW, Individually and as Trustee of the MDA Trust, LEADMAN TRADE, INC., LT CAR HOLDING, LLC and the PROPERTY DEFENDANTS<sup>1</sup>

The "Property Defendants" are 2137 Hayes Inc; 6308 Duval Dr Inc; Arion Group, LLC; Capital Letter Investments, LLC; Crest 1123 Corp.; Crest 1411 Corp.; Crest 1411-725 Corp.; Crest 1412 Corp.; Crest 1414 Corp.; Crest 1417 Corp.; Crest 311 Corp.; Crest 322 Corp.; Crest 818 Corp.; Eleanor Asset LLC; Highland Sat Investments, LLC; Inland Asset Capital, LLC; LT 103 Aventura One Inc.; LT 150 Offices Inc; LT 150 Parking Inc; LT 77 NW 77 Inc; LT Arlen House LLC; LT Artech LLC; LT Aventura One LLC; LT

(collectively, the "Parties") have all agreed to the entry of this Final Judgment in full and final disposition of this litigation as follows:

## ORDERED AND ADJUDGED as follows:

- Defendants Rafael Olvera Antonio Amezcua, Rafael Alejandro Olvera Silva n/k/a Rafael Harlow, Susana Silva Tortolero de Olvera, Mariana Diaz Araujo n/k/a Mariana DA Harlow, Individually and as Trustee of the MDA Trust, Leadman Trade Inc., LT Car Holding, LLC and the Property Defendants seeking money damages and equitable relief in the form of (a) court ordered transfer of title to certain real properties including those listed on Exhibit "A" (the "Properties") which were acquired by the Defendants; (b) income derived from said Properties; (c) title to certain motor vehicles and vessels including those listed in Exhibit "B" (the "Vehicles/Vessels") acquired by the Defendants; and (d) income derived from the liquidation of certain of said Vehicles/Vessels.
- 2. The Court is advised that the Parties have reached a comprehensive settlement (the "Settlement") and have agreed that title to the Properties listed on Exhibit "A" attached hereto and incorporated herein by this reference and title to the Vehicle/Vessels listed on Exhibit "B" attached hereto and incorporated herein by this reference (and/or, in each case, the proceeds

Avondale LLC; LT Broward Properties Inc; LT Coastal Towers LLC; LT Florida City LLC; LT Ideal Apartments LLC; LT Lake Worth Inc; LT Lauderdale Lakes LLC; LT N 1380 Krome Inc; LT Riviera Beach LLC; LT San Antonio Series A LLC; LT San Antonio Series B LLC; LT Seacoast LLC; LT W Palm Beach LLC; LT Wells Hollywood LLC; North Asset Capital LLC [FL] and North Asset Capital LLC [TX]; North Asset Capital Mgt LLC; Red Kaizen Investments, LLC; ROA 1406 LLC; ROA BH 2404 LLC; ROA CT LLC; ROA Overseas LLC; Rockwell Asset Capital, LLC; and Unit 901 Oceanview Inc.

thereof, to the extent applicable) should be in the name of and transferred to the designees of Plaintiff Javier Navarro Velasco as Trustee of FICREA in the manner as hereinafter described.

- 3. The Court determines that, by entering into this agreed order, the Defendants are not admitting or conceding any wrongdoing, and have continued to deny any such wrongdoing. The Defendants represent they are entering into this agreement in order to avoid the expense and time of further litigation.
- 4. While the Defendants deny any wrongdoing, the Court hereby determines that such Properties and such Vehicles/Vessel were prior hereto held in a constructive trust by each relevant Property Defendant and that the transfers herein described, including all transfers occurring by this Judgment, by the lodging of this Judgment in other jurisdictions, by deed of the Properties or transfer of title to the Vehicles/Vessels is a transfer from the constructive trustee to the beneficial owner pursuant to the beneficial trust and, therefore, no transfer taxes, no documentary stamp taxes, no surtax, no sales tax or other costs of transfer shall be due or owing with regard to such transfers to the beneficial owner. In addition, the Parties have requested that this Court enter appropriate Orders implementing the Settlement and authorizing the lodging of this Final Judgment in other jurisdictions as necessary to fully implement the agreement hereto of the parties. Any additional costs that arise as a result of the transfers will be borne by the Plaintiff.
- 5. Plaintiff Javier Navarro Velasco as Trustee has represented to this Court that he has the full authority from the Bankruptcy Court in Mexico for the proceedings related to Ficrea S.A. DE C.V. to agree to this Order.

- 6. This Final Judgment shall constitute and act as a duly executed instrument of conveyance by this Court pursuant to Florida Rule of Civil Procedure 1.570(d), conveying the Properties listed in Exhibit "C" hereto to the following Plaintiff's designees, as follows:
  - a. the Properties listed in Exhibit "C-1" hereto are hereby conveyed to FSADECV FL R1 LLC, a Florida limited liability company;
  - b. the Properties listed in Exhibit "C-2" hereto are hereby conveyed to FSADECV FL R2 LLC, a Florida limited liability company;
  - c. the Properties listed in Exhibit "C-3" hereto are hereby conveyed to FSADECV FL C1 LLC, a Florida limited liability company;
  - d. the Property listed in Exhibit "C-4" hereto is hereby conveyed to FSADECV
     FL C2 LLC, a Florida limited liability company;
  - e. the Property listed in Exhibit "C-5" hereto is hereby conveyed to FSADECV FL C3 LLC, a Florida limited liability company;
  - f. the Property listed in Exhibit "C-6" hereto is hereby conveyed to FSADECV FL C5 LLC, a Florida limited liability company;
  - g. the Property listed in Exhibit "C-7" hereto is hereby conveyed to FSADECV
     FL C6 LLC, a Florida limited liability company;
  - h. the Property listed in Exhibit "C-8" hereto is hereby conveyed to FSADECV
     FL APT5 LLC, a Florida limited liability company;
  - i. the Property listed in Exhibit "C-9" hereto is hereby conveyed to FSADECV
     FL APT6 LLC, a Florida limited liability company; and
  - j. the Property listed in Exhibit "C-10" hereto is hereby conveyed to FSADECV
     FL APT2 LLC, a Florida limited liability company.



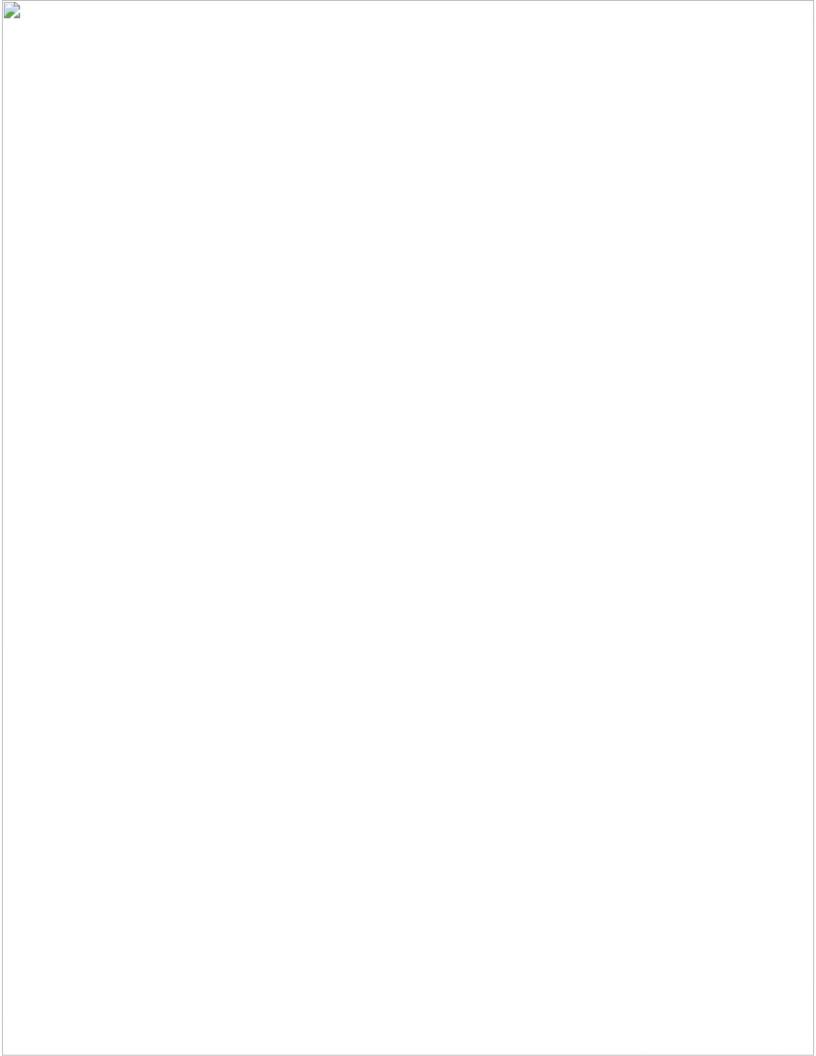
- f. the Property listed in Exhibit "D-6" hereto shall be conveyed to FSADECV FL APT 4 LLC, a Florida limited liability company;
- g. the Property listed in Exhibit "D-7" hereto shall be conveyed to FSADECV
   FL APT 7 LLC, a Florida limited liability company;
- h. the Property listed in Exhibit "D-8" hereto shall be conveyed to FSADECV FL APT 8 LLC, a Florida limited liability company;
- i. the Property listed in Exhibit "D-9" hereto shall be conveyed to FSADECV
   FL APT 9 LLC, a Florida limited liability company;
- j. the Properties listed in Exhibit "D-10" hereto shall be conveyed to FSADECVTX R1 1 LLC, a Texas limited liability company; and
- k. the Properties listed in Exhibit "D-11" hereto shall be conveyed to FSADECVTX C1 LLC, a Texas limited liability company.
- 8. The conveyance of the Properties whether by this Final Judgment or by a special warranty deed or by court-appointed grantor or by this Judgment being lodged in another jurisdiction shall be a legal, valid and effective transfer of each of the Properties, and will vest each of the Plaintiff's designees listed in paragraphs 6.a. 6.j. above and in paragraphs 7.a. 7.k. above (each, a "Plaintiff Real Property Designee" and collectively, the "Plaintiff Real Property Designees") with all right, title and interest of the respective Defendant in and to the respective Property(ies) as set forth in paragraphs 6.a. 6.j. above and in paragraphs 7.a. 7.k. above, free and clear of all liens, claims and interests claimed against the Properties or any one or more of the Properties after the date of the Plaintiff's recording of a *lis pendens* with respect to each of the Properties. For the avoidance of doubt, Plaintiff or the applicable Plaintiff Real Property Designee shall be entitled to immediately evict any tenant whose initial or renewed

lease term commenced after the recording of the *lis pendens* with respect to the Properties. Any liabilities resulting therefrom shall be the sole responsibility of the Plaintiff.

- 9. Further, this Final Judgment shall also act as a duly executed instrument of conveyance transferring the Defendants' interest in the Vehicles/Vessels set forth in Exhibit "B" hereto to the Plaintiff's designee, as set forth herein. The Registry of Motor Vehicles shall accept a certified copy of this Final Judgment from this Court or any other Court that adopts and recognizes it, as an instruction to retitle the vehicles in the name of the Plaintiff's designees, as set forth below. While the Defendants deny any wrongdoing, the Court determines and orders any government or other entity transferring title as herein set forth to take notice of the binding effect of the constructive trust provisions of paragraph 4 above and to complete the transfers ordered herein without sales tax or any other costs, encumbrances or liens excepting applicable administrative costs of transfer. The Vehicles/Vessels are hereby conveyed to the Plaintiff's Vehicles/Vessels Designee, FSADECV FL V1 LLC, a Florida limited liability company.
- 10. The parties have also agreed that any revenues, income, profits or other proceeds derived from each of the Properties and each of the Vehicle/Vessels which are received or due or owing after the effective date of this Final Judgment are and shall be deemed the property of the applicable Plaintiff Designee, as set forth in paragraphs 6.a. 6.j. above, paragraphs 7.a. 7.k. above and paragraphs 9. above, and in accordance with the "further cooperation" obligations provided herein, all such revenue, income, profits or other such proceeds will be promptly accounted for and promptly turned over to the applicable Plaintiff Designee in accordance with this Final Judgment.
- 11. Based upon the Parties' agreement that any revenues, income, profits or proceeds from the Properties and Vehicle/Vessels after the effective date of this Final Judgment are the

rightful property of Plaintiff Javier Navarro Velasco as Trustee of FICREA, any said rental income or other income, revenue, profits, proceeds or payments whatsoever received by the Defendants or any one of them after August 1, 2019 shall be transferred within five (5) business days after receipt via wire transfer to a bank account designated by Plaintiff Javier Navarro Velasco as Trustee of FICREA or his designee[s]. Likewise, no later than August 1, 2019, any tenant security deposits paid by any tenant pursuant to any lease of any of the Properties shall be transferred via wire transfer to a bank account designated by Plaintiff Javier Navarro Velasco as Trustee of FICREA.

- 12. Upon the effective date of the Final Judgment, Defendants are directed to reasonably cooperate with the Plaintiff Javier Navarro Velasco as Trustee of FICREA and all Plaintiff Designees in the transition of the administration and management of the Properties and Vehicles/Vessels, and no later than 15 days after the effective date of this Final Judgment shall disclose and provide copies to the Plaintiff Javier Navarro Velasco as Trustee of FICREA and/or his designated Plaintiff Designee of all of the following pertaining to the Properties and to the extent applicable, the Vehicles/Vessels, to the extent they exist, all at the cost of the Plaintiff:
  - a. All keys, both for Properties and Vehicles/Vessels
  - b. All records pertaining to occupancy including by way of illustration, but not limitation, all leases, extensions to or renewals of leases, amendments/modification to leases, rent rolls, credit card billings, and cash receipt journals;
  - c. Any tenant or occupant ledgers;
  - d. The petty cash fund, if any;
  - e. A current aged account receivables or delinquency report;





Velasco as Trustee of FICREA or his designee[s] within five (5) business days of the Defendant's (or its agent's) receipt thereof.

- 15. Pursuant to the terms of this Final Judgment, the Plaintiff Javier Navarro Velasco as Trustee of FICREA or his designee[s] is authorized to change the mailing address for the Properties and/or be substituted as an owner of any post office boxes for purposes of receiving mail associated with the Properties and to open mail directed to the Defendants and/or the Properties as well as to endorse checks pertaining to the Properties either in the Plaintiff Javier Navarro Velasco as Trustee of FICREA or his designee[s]' name or Defendants' name.
- 16. On or before the date of the entry of this Final Judgment, the Defendants shall turnover to the Plaintiff Javier Navarro Velasco as Trustee of FICREA or his designee[s] all contracts, including without limitation leases, related to the operation and maintenance of the Properties and Vehicles/Vessels. All outstanding bills and/or debts owed to vendors prior to the date of the entry of this Final Judgment shall not be the responsibility of the Plaintiff and shall remain the responsibility of the Defendants. The Plaintiff, however, shall be responsible for all outstanding real property taxes and condominium association assessments and fees.
- 17. On or before the effective date of the entry of this Final Judgment, Defendants shall at Plaintiff's exclusive option assign all contracts, including without limitation leases, related to the Properties and/or the Vehicles/Vessels to the Plaintiff Javier Navarro Velasco as Trustee of FICREA or his designated Plaintiff Designee, which assignment shall be in a format reasonably acceptable to the Plaintiff Javier Navarro Velasco as Trustee of FICREA or his designated Plaintiff Designee. The Plaintiff Javier Navarro Velasco as Trustee of FICREA or his designated Plaintiff Designee shall determine in the exercise of his sole exclusive judgment to determine whether to assume each of these contracts and may assume some and not all.

18. On or before the effective date of this Final Judgment, the Defendants shall provide the Plaintiff Javier Navarro Velasco as Trustee of FICREA or his designee[s] with full and complete copies of all policies of insurance on the Properties and/or Vehicles/Vessels (to the extent they have them), the status of all presently due and outstanding premium payments of insurance on the Properties and/or Vehicles/Vessels, copies of any outstanding claims made by

- Legal Description 15: Lot 35. Block 146. C.B. 4847. VILLAS AT SILVERADO HILLS. Bexar 19. On or before the effective date of this Final Judgment, the Defendants shall provide the Plaintiff Javier Navarro Velasco as Trustee of FICREA or his designee[s] with full and complete copies of all warranty policies on the Vehicles/Vessels in their possession.
- 20. To the extent of the ownership of any personal property situated on or in the Properties owned by the Defendants, the Defendants shall execute and deliver within three business days after the effective date of this Final Judgment appropriate bills of sale in a format reasonably acceptable to the Plaintiff Javier Navarro Velasco as Trustee of FICREA or his designee[s], vesting full, unencumbered title to the personal property, if any, to the Plaintiff Javier Navarro Velasco as Trustee of FICREA or his designee[s]; failing which the Court shall appoint a person who is not a party to execute a bill of sale and/or assignment for any non-cooperative Defendant, which bill of sale and/or assignment shall transfer all of such Defendant. The costs of preparing the bills of sale, and any and all other documents which this order requires, shall be borne by the Plaintiff.

- 21. In accordance with Florida Rule of Civil Procedure 1.570(d), the transfer of the Properties to the applicable Plaintiff Real Property Designee as set forth in paragraphs 6.a. 6.j. above shall be deemed to have occurred by this Final Judgment and under no circumstances shall such transfers be subject to the documentary stamp taxes pursuant to Fla. Stat. §201.01 or surtax pursuant to Fla. Stat. §201.031.
- 22. No new encumbrances shall be placed upon the Properties or the Vehicles/Vessels or be allowed to be placed upon the Properties or the Vehicles/Vessels by the Defendants pending the effective date of this Final Judgment. In the event of any such encumbrances, the Defendants shall immediately satisfy any and all liens, claims, encumbrances or interests that the Defendants may have caused or permitted to attach to the Properties and/or Vehicles/Vessels, all such claims, interests and encumbrances shall be removed from the Properties and/or Vehicles/Vessels prior to the transfers contemplated herein.
- 23. To the extent that any notices are required in order to implement any or all of the terms of this Final Judgment (collectively, "Notices") all such Notices shall be in writing and shall be validly given or made to another party if delivered either by hand, electronically, by facsimile or by Federal Express or other overnight delivery service of recognized standing. If such Notice is delivered by hand, or by facsimile, it shall be conclusively deemed given at the time of such delivery. If such Notice is delivered by Federal Express or other overnight delivery service of recognized standing, it shall be deemed given upon the addressee's written receipt or refusal of delivery. Each such Notice shall be deemed given only if properly addressed to the party to whom such Notice is to be given as follows:

## To Plaintiff:

Javier Navarro Velasco, as Trustee of Ficrea S.A. de C.V., Sociedad Financiera Popular (In Liquidation),

C/O Carlos A. Acevedo, Esquire cacevedo@krupnicklaw.com
Krupnick Campbell Malone Buser Slama Hancock P.A.
12 Southeast Seventh Street, Suite 801
Fort Lauderdale, Florida 33301-3434
954-763-8181

## With a copy to:

Michael J. Ryan, Esquire, mryan@krupnicklaw.com Kelley B. Stewart, Esquire kstewart@krupnicklaw.com Krupnick Campbell Malone Buser Slama Hancock P.A. 12 Southeast Seventh Street, Suite 801 Fort Lauderdale, Florida 33301-3434 954-763-8181

## To Defendants:

Juan Martinez, Esquire juan.martinez@gray-robinson.com Gray|Robinson, P.A. 333 Southeast Second Avenue, Suite 3200 Miami, Florida 33131 303-416-6880

Any party hereto may change its address for the purpose of receiving Notices herein provided by a written notice given of the manner aforesaid to the other party hereto.

24. The Plaintiff Javier Navarro Velasco as Trustee of FICREA and his designee[s] and their respective successors and assigns shall not be liable for the payment of taxes of any kind, assessments, expenses for, goods, or services provided to Defendants or the Properties or due on behalf of the Properties or utility charges that accrued prior to the effective date of this Final Judgment. Any individual or entity receiving a copy of this Final Judgment is hereby enjoined and restrained from discontinuing service to the Plaintiff Javier Navarro Velasco as Trustee of FICREA or his designee[s] in respect of the Properties or the Vehicles/Vessels, refusing to provide any new service to the Plaintiff Javier Navarro Velasco as Trustee of

FICREA or his designee[s] based upon the non-payment of such taxes, assessments, goods or services or utilities that accrued prior to the date of this Final Judgment and from attempting to collect such taxes, assessments, invoices, and utility charges from Plaintiff Javier Navarro Velasco as Trustee of FICREA or his designee[s] that accrued prior to the effective date of this Final Judgment.

- 25. The Plaintiff Javier Navarro Velasco as Trustee of FICREA and his designee[s] and their respective successors and assigns shall not be liable for any claim, obligation, liability, action, cause of action, cost or expense of Defendants, the Properties and/or Vehicles/Vessels, arising out of or relating to events or circumstances occurring prior to the entry of this Final Judgment, including without limitation, any contingent or unliquidated obligations and any liability from the performance of services rendered by third parties on behalf of Defendants and any liability to which Defendants are currently or may ultimately be exposed under any applicable laws pertaining to the ownership, use or operation of the Properties and the Vehicles/Vessels (collectively all of the foregoing is referred to as "Defendants' Liabilities"). The term Defendant's Liabilities does not include property taxes and condominium association assessments and fees.
- 26. The Defendants, all property managers and agents of the Defendants and all those in active participation or concert with them who receive notice of this Final Judgment, and all those having claims against the Properties and/or Vehicles/Vessels, who receive notice of this Final Judgment, are enjoined from and shall not:
  - (a) Commit or permit any waste on all or any part of the Properties and/or Vehicles/Vessels, or suffer, commit or permit any act on all or any part of the Properties

- and/or Vehicles/Vessels in violation of the law, or remove, transfer, encumber, or otherwise dispose of any of the Properties and/or Vehicles/Vessels.
- (b) Demand, collect, receive, discount, or in any other way receive or divert or use any of the revenues, income and profits from the Properties and Vehicles/Vessels from August 1, 2019 forward.
- (c) Terminate or withhold any electric, gas, water, sewer, telephone, or other utility service supplying the Properties, or otherwise interfere with the continued operations of the Properties.
- (d) Directly or indirectly interfere in any manner with the interests of the Plaintiff Javier Navarro Velasco as Trustee of FICREA or his designee[s] under this Final Judgment.
- (e) Transfer (without Court approval) or encumber any of the Properties and/or Vehicles/Vessels, expend, disburse, transfer, assign, sell, convey, conceal, or in any manner whatsoever deal in or dispose of the whole or any part of the Properties and/or Vehicles/Vessels including, but not limited to, the revenues, income and profits derived therefrom from August 1, 2019 forward.
- (f) Do any act which will, or which will tend to impair, defeat, divert, prevent, or prejudice the preservation of the Properties and/or Vehicles/Vessels, including the revenue, income and profits from August 1, 2019 forward, or the preservation of Plaintiff Javier Navarro Velasco as Trustee of FICREA or his designee[s]' interests in the Properties and/or Vehicles/Vessels and the revenue, income and profits.
- 27. With regard to the real property and assets in bank accounts which are the subject of the litigation in Spain ("Spanish Property"), identified as "Procedimiento Ordinario 776/2018"

(Juzgado de lo Mercantil N°3 de Madrid). (Exhibit "E"), the Olveras shall and hereby do relinquish all interest they have in said real properties and bank accounts.

- 28. In furtherance of the relinquishment of their interest in the Spanish Property, the Olveras shall execute all documents necessary, and/or direct Leadman Trade España S.L. to execute all documents necessary, to allow for the transfer of the real property and bank proceeds in Exhibit "E" to corporations or other entities which will be established by a court appointed receiver or the Trustee or as directed by the Court in Spain. After such execution, the Olveras will have no further responsibility for the payment of any expenses associated with those properties and bank accounts and the Plaintiff will assume all such responsibility.
- 29. As of August 1, 2019 forward, the Trustee shall be responsible for all costs and expenses incurred after August 1, 2019 in the management of the properties being transferred including, but not limited to, all personnel costs associated therewith.
- 30. The terms and conditions of this Final Judgment shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns.
- 31. The Defendants shall reasonably cooperate with the Plaintiff Javier Navarro Velasco as Trustee of FICREA or his designee[s] in all respects to fulfill both the letter and spirit of this Final Judgment, including without limitation signing any additional special warranty deeds that may be required to ensure that all Properties and Vehicles/Vessels are transferred to the Plaintiff Javier Navarro Velasco as Trustee of FICREA or his designee[s] in a timely fashion.
- 32. Should either party be required to bring suit or take any action to enforce any of the terms of this Final Judgment, the prevailing party in such lawsuit or matter shall be entitled to

an award of its reasonable attorneys' fees, other professional fees and all other costs incurred in connection with such lawsuit or matter, at trial and all appellate levels.

- 33. Time is of the essence of all the terms, provisions and covenants of this Final Judgment. Time is important to the Parties in the compliance with the performance of obligations under this Final Judgment, and they have agreed that strict compliance is required as to any date or time periods set forth or described herein.
- 34. The laws of the State of Florida shall in all respects govern the interpretation and enforcement of this Final Judgment. The Circuit Court in and for the Eleventh Judicial Circuit in and for Miami-Dade County shall retain jurisdiction and venue over parties to and all matters arising from this Final Judgment including for the purpose of giving such other relief upon proper showing as is consistent with this Final Judgment and substantial justice.
- 35. In the event of any disputes arising out of this Final Judgment, the Parties have knowingly and voluntarily waived any right to a jury trial in the resolution of any such disputes.
- 36. Within seven days of the effective recordation of all documents necessary to transfer the assets in Spain or the last transfer of real property or automobiles in the United States, whichever is later, the Trustee shall (on his behalf and on behalf of FICREA):
  - a. Execute general releases, subject to paragraph 38(b),on behalf of each of the Olvera Defendants as it relates to the claims in Miami Dade County Case #16-24010-CA and in Spain;
  - b. Request that the Court in Miami Dade County, Florida, dismiss Case #16-24010-CA with prejudice as to the Olvera Defendants, retaining jurisdiction to supervise the terms of this settlement.
- 37. Within seven days of the Olvera Defendants' completion of all acts required of them by this Agreed Final Judgment, the Trustee shall execute and file a Satisfaction of

Judgment acknowledging the complete and final resolution of the matter and that the Agreed Final Judgment has been fully satisfied and shall be cancelled of record.

- 38. Within five days of the entry of this Agreed Final Judgment, Plaintiff shall file a dismissal with prejudice of the lis pendens filed against real property in this action, other than those in Exhibit A and the following two properties: (a) 400 Kings Point Drive, Unit 809, Sunny Isles Beach, Fl. 33160 (Folio Number 31-2214-0020-1270); (b) 100 Bayview Drive, Unit 321, Sunny Isle Beach, Fl. 33160 (31-2214-0018-0500.)
- 39. All exhibits attached hereto are incorporated herein as a part of this Final Judgment.

DONE AND ORDERED in Chambers at Miami-Dade County, Florida this

day o

, 2019.

EIRCYIT COURT JUDGE
BEATRICE BUTCHKO

CIRCUIT COURT JUDGE

Copies furnished to:

**Counsel for Plaintiff:** 

Krupnick Campbell Malone Buser Slama Hancock, P.A.

Carlos A. Acevedo, Esquire

Michael J. Ryan, Esquire Kevin A. Malone, Esquire Kelley B. Stewart, Esquire Michael J. Ryan, Esquire

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## Counsel for Defendant, Alberto Galante: Levy & Partners, PLLC

Omar M. Salazar, Esquire

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## Counsel for Olvera Defendants: GrayRobinson, P.A.

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Terrance W. Anderson, Jr., Esquire Jonathan L. Gaines, Esquire

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Company/Owner:	Address:	Apt/Ste/Unit:		State:	Zip:
Crest 311 Corp	1228 Links Lane	11	Bexar	TX	78260
2137 Hayes Inc	2137 Hayes Street	4	Broward	FL	33023
2137 Hayes Inc	1101 N. 22nd Avenue		Broward	FL	33020
Crest 311 Corp	1214 Sunset View		Bexar	TX	78258
LT ARLEN HOUSE LLC	500 BAYVIEW DRIVE	421	Miami-Dade	FL	33160
LT AVONDALE LLC	217 SW AVONDALE DRIVE	#1-6	Broward	FL	33060
LT Lauderdale Lakes LLC	3071 NW 43rd Street		Broward	FL	33309
LT San Antonio Series A LLC	25235 Four Iron Court		Bexar	TX	78260
LT FLORIDA CITY LLC	1210 NW 9 CT		Miami-Dade	FL	33034
LT FLORIDA CITY LLC	1211 NW 9 CT		Miami-Dade	FL	33034
LT FLORIDA CITY LLC	1230 NW 9 CT		Miami-Dade	FL	33034
LT FLORIDA CITY LLC	1231 NW 9 CT		Miami-Dade	FL	33034
LT FLORIDA CITY LLC	1251 NW 9 CT		Miami-Dade	FL	33034
LT FLORIDA CITY LLC	1270 NW 9 CT		Miami-Dade	FL	33034
LT FLORIDA CITY LLC	1271 NW 9 CT		Miami-Dade	FL	33034
LT FLORIDA CITY LLC	1310 NW 9 CT		Miami-Dade	FL	33034
LT FLORIDA CITY LLC	1311 NW 9 CT		Miami-Dade	FL	33034
LT FLORIDA CITY LLC	1331 NW 9 CT		Miami-Dade	FL	33034
LT FLORIDA CITY LLC	1351 NW 9 CT		Miami-Dade	FL	33034
LT FLORIDA CITY LLC	1370 NW 9 CT		Miami-Dade	FL	33034
LT FLORIDA CITY LLC	1371 NW 9 CT		Miami-Dade	FL	33034
LT COASTAL TOWERS LLC	400 KINGS POINT DR	1215	Miami-Dade	FL	33160
LT SAN ANTONIO SERIES B LLC	1220 Links Ln		Bexar	TX	78260
LT SAN ANTONIO SERIES B LLC	25319 Bunker Drive		Bexar	TX	78260
ROA CT LLC	400 KINGS POINT DR	1114	Miami-Dade	FL	33160
LT Aventura One LLC	20900 NE 30 AVE	307	Miami-Dade	FL	33180
ROA CT LLC	400 KINGS POINT DR	1230	Miami-Dade	FL	33160
LT Riviera Beach LLC	3039 Avenue	J 1	Palm Beach	FL	33404
LT Riviera Beach LLC	3115 Avenue	J A	Palm Beach	FL	33404
Red Kaizen Investments LLC	1115 Links Cove		Bexar	TX	78260
Red Kaizen Investments LLC	1103 Olympic Club		Bexar	TX	78260
LT LAKE WORTH INC	225 S B Street	1	Palm Beach	FL	33460
Red Kaizen Investments LLC	1247 Links Lane		Bexar	TX	78260
LT N 1380 Krome Inc	1380 N. Krome Avenue		Miami-Dade	FL	33034
LT 103 Aventura One LLC	20900 NE 30 AVE	103	Miami-Dade	FL	33180
Highland SAT Investments LLC	5018 Summit Pass		Bexar	TX	78229
LT 150 Offices Inc	150 SE 2 AVE	201	Miami-Dade	FL	33131
LT 150 Offices Inc	150 SE 2 AVE	202	Miami-Dade	FL	33131
LT 150 Offices Inc	150 SE 2 AVE	203	Miami-Dade	FL	33131
LT 150 Offices Inc	150 SE 2 AVE	204	Miami-Dade	FL	33131
LT 150 Offices Inc	150 SE 2 AVE	206	Miami-Dade	FL	33131
LT 150 Offices Inc	150 SE 2 AVE	208	Miami-Dade	FL	33131
LT 150 Offices Inc	150 SE 2 AVE	207	Miami-Dade	FL	33131
LT 150 Offices Inc	150 SE 2 AVE	209	Miami-Dade	FL	33131
LT 150 Parking Inc	150 SE 2 AVE	105	Miami-Dade	FL	33131
LT 150 Offices Inc	150 SE 2 AVE	205	Miami-Dade	FL	33131

Exhibit A

Company/Owner:	Address:	Apt/Ste/Unit:	1	State:	Zip:
LT 77 NW 77 Inc	77 NW 77 ST		Miami-Dade	FL	33180
LT Broward Properties	4502 Woodland Circle		Broward	FL	33319
LT Broward Properties	12130 St Andrews Place	205	Broward	FL	33025
LT Broward Properties	2174 Ensenada Terrace		Broward	FL	33327
LT Broward Properties	242 Riviera Circle		Broward	FL	33327
LT Broward Properties	415 SW 113 Way	415	Broward	FL	33025
LT Broward Properties	2300 NW 33rd Street	903	Broward	FL	33309
North Asset Capital LLC	3823 Olive Green		Bexar	TX	78260
Inland Asset Capital LLC	5005 Stowers Blvd		Bexar	TX	78238
Inland Asset Capital LLC	5007 Stowers Blvd		Bexar	TX	78238
North Asset Capital LLC	26922 Villa Toscana		Bexar	TX	78260
LT W PALM BEACH LLC	1920 W BLUE HERON BLVD		Palm Beach	FL	33404
LT Ideal Apartments LLC	7824 NW 5 CT		Miami-Dade	FL	33150
LT SEACOAST LLC	1800 N BAYSHORE DR	2403	Miami-Dade	FL	33132
Rockwell Asset Capital LLC	Stone Oak Pkwy		Bexar	TX	78258
LT Artech LLC	2950 NE 188 ST	244	Miami-Dade	FL	33180
LT Artech LLC	2950 NE 188 ST	405	Miami-Dade	FL	33180
LT Artech LLC	2950 NE 188 ST	212	Miami-Dade	FL	33180
LT Artech LLC	2950 NE 188 ST	150	Miami-Dade	FL	33180
LT COASTAL TOWERS LLC	400 KINGS POINT DR	415	Miami-Dade	FL	33160
Inland Asset Capital LLC	2018 Sawgrass Ridge		Bexar	TX	78260
LT Wells Hollywood LLC	6015 Washington Street	Parcel A	Broward	FL	33023
LT Wells Hollywood LLC	6015 Washington Street	Parcel B	Broward	FL	33023
LT COASTAL TOWERS LLC	400 KINGS POINT DR	326	Miami-Dade	FL	33160
LT Artech LLC	2950 NE 188 ST	403	Miami-Dade	FL	33180
LT COASTAL TOWERS LLC	400 KINGS POINT DR	628	Miami-Dade	FL	33160
ROA 1406 LLC	15901 COLLINS AVE + cabana	1406	Miami-Dade	FL	33160
Arion Group LLC	2227 Sawgrass Ridge		Bexar	TX	78260
Arion Group LLC	6643 Biscay Bay		Bexar	TX	78249
Arion Group LLC	2243 Winding View		Bexar	TX	78260
Arion Group LLC	6613 Biscay Bay		Bexar	ΤX	78249
Eleanor Asset LLC	400 KINGS POINT DR	703	Miami-Dade	FL	33160
Eleanor Asset LLC	400 KINGS POINT DR	107	Miami-Dade	FL	33160
North Asset Capital LLC	1398 NW 61 Street		Miami-Dade	FL	33142

## **EXHIBIT B**

Year	Vehicle	VIN#	LT Car Title
1983	Austin Mini Cooper	MA254421588	10/10/2013
2015	Cadillac Escalade	1GYS48KJ1FR247866	8/13/2015
2013	Chevrolet Suburban	1GNSCKE0XDR211462	7/21/2014
1990	Ferrari Testarossa	ZFFSG17A1L0085168	6/12/2014
1970	Fiat 500	2349695	5/7/2014
1970	Ford Mustang	0F026184587	10/8/2014
	Jaguar XJ8 Vanden		-
2008	Plas	SAJWA82B08SH21315	4/12/2017
2014	Maserati Quattroporte	ZAM56RRA0E1113738	9/17/2015
1954	MG RD	31626T	8/11/2014

## **EXHIBIT C**

## EXHIBIT C-1:

## FSADECV FL R1 LLC

Address 1: 400 Kings Point Drive, Unit 703, Sunny Isles Beach, Florida 33160

Legal Description 1: Condominium Unit No. 703 of COASTAL TOWERS, a Condominium according to the Declaration of the Declaration of Condominium thereof, recorded in Official Records Book 10574, Page 1731, and all exhibits and amendments thereof, Public Records of Miami-Dade County, Florida

Address 2: 400 Kings Point Drive, Unit 107, Sunny Isles Beach, Florida 33160

Legal Description 2: Unit No. 107 of COASTAL TOWERS CONDOMINIUM, a Condominium, according to The Declaration of Condominium recorded in Official Records Book 10574, Page 1731, and all exhibits and amendments thereof, Public Records of Miami-Dade County, Florida.

Address 3: 500 Bayview Drive, Unit 421, Sunny Isles Beach, Florida 33160

Legal Description 3: Condominium Unit 421, ARLEN HOUSE WEST CONDOMINIUM, together with an undivided interest in the common elements, according to the Declaration of Condominium thereof, recorded in Official Records Book 8065, Page 481, as amended from time to time, of the Public Records of Miami-Dade County, Florida.

Address 4: 2950 NE 188 Street, Unit 244, Aventura, Florida 33180

Legal Description 4: Condominium Unit No. 244, of Artech Residences at Aventura, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 26531, at Page 1484, of the Public Records of Miami-Dade County, Florida.

Address 5: 2950 NE 188 Street, Unit 405, Aventura, Florida 33180

Legal Description 5: Condominium Unit No. 405, of Artech Residences at Aventura, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 26531, at Page 1484, of the Public Records of Miami-Dade County, Florida.

Address 6: 2950 NE 188 Street, Unit 150, Aventura, Florida 33180

Legal Description 6: Condominium Unit No. 150, Artech Residences at Aventura, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 26531, at Page 1484, of the Public Records of Miami-Dade County, Florida

Address 7: 2950 NE 188 Street, Unit 403, Aventura, Florida 33180

Legal Description 7: Condominium Unit No. 403, of Artech Residences at Aventura, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 26531, at Page 1484, of the Public Records of Miami-Dade County, Florida

Address 8: 2950 NE 188 Street, Unit 212, Aventura, Florida 33180

Legal Description 8: Condominium Unit No. 212, of Artech Residences at Aventura, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 16531, at Page 1484 of the Public Records of Miami-Dade County, Florida

Address 9: 400 Kings Point Drive, Unit 415, Sunny Isles Beach, Florida 33160

Legal Description 9: Condominium Unit No. 415, of Coastal Towers Condominium, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 10574, at page 1731, of the Public Records of Miami-Dade County, Florida.

Address 10: 400 Kings Point Drive, Unit 326, Sunny Isles Beach, Florida 33160

Legal Description 10: Condominium Unit No. 326, of Coastal Towers Condominium, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 10574, age Page 1731, of the Public Records of Miami-Dade County, Florida

Address 11: 400 Kings Point Drive, Unit 628, Sunny Isles Beach, Florida 33160

Legal Description 11: Condominium Unit No 628, of Coastal Towers Condominium, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 10574, age Page 1731, of the Public Records of Miami-Dade County, Florida.

Address 12: 400 Kings Point Drive, Unit 1215, Sunny Isles Beach, Florida 33160

Legal Description 12: Condominium Unit No. 1215, of COASTAL TOWERS CONDOMINIUM, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 10574, at Page 1731, of the Public Records of Miami-Dade County, Florida

Address 13: 1800 N. Bayshore Drive, Unit 2403, Miami, Florida 33132

Legal Description 13: Unit 2403, 1800 CLUB, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 26060, Page 2296, of the Public Records of Miami-Dade County, Florida.

Address 14: 15901 Collins Avenue, Unit 1406, Sunny Isles, Florida 33160

Legal Description 14: Condominium Unit No. 1406 of TDR TOWER II CONDOMINIUM, according to the Declaration thereof, recorded in Official Records Book 26496, at Page 313, of the Public Records of Miami-Dade County, Florida.

Address 15: 400 Kings Point Drive, Unit 1114, Sunny Isles Beach, Florida 33160

Legal Description 15: Condominium Unit No. 1114, of COASTAL TOWER CONDOMINIUM, a condominium according to the Declaration thereof as recorded in Official Records Book 10574, Page 1731, of the Public Records of Miami-Dade County, Florida, together with all appurtenances thereto, including an undivided interest in the Common Elements of said Condominium as set forth in the Declaration.

Address 16: 400 Kings Point Drive, Unit 1230, Sunny Isles, Florida 33160

Legal Description 16: Unit 1230 of COASTAL TOWERS CONDOMINIUM, according to the Declaration of Condominium thereof, as recorded in Official Records Book 10574, Page 1731, and as amended, of the Public Records of Miami-Dade County, Florida, together with an undivided interest in the common elements appurtenant thereto.

## EXHIBIT C-2:

### FSADECV FL R2 LLC

Address 1: 1210 NW 9 Court, Florida City, Florida 33034

Legal Description 1: Lot 1, in Block 1, of GABY SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 166, Page 15, of the Public Records of Miami-Dade County, Florida

Address 2: 1230 NW 9 Court, Florida City, Florida 33034

Legal Description 2: Lot 2, in Block 1, of GABY SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 166, Page 15, of the Public Records of Miami-Dade County, Florida.

Address 3: 1270 NW 9 Court, Florida City, Florida 33034

Legal Description 3: Lot 4, in Block 1, of GABY SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 166, Page 15, of the Public Records of Miami-Dade County, Florida.

Address 4: 1310 NW 9 Court, Florida City, Florida 33034

Legal Description 4: Lot 5, in Block 1, of GABY SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 166, Page 15, of the Public Records of Miami-Dade County, Florida.

Address 5: 1370 NW 9 Court, Florida City, Florida 33034

Legal Description 5: Lot 8, in Block 1, of GABY SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 166, Page 15, of the Public Records of Miami-Dade County, Florida.

Address 6: 1211 NW 9 Court, Florida City, Florida 33034

Legal Description 6: Lot 1, in Block 2, of GABY SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 166, Page 15, of the Public Records of Miami-Dade County, Florida.

Address 7: 1231 NW 9 Court, Florida City Florida 33034

Legal Description 7: Lot 2, in Block 2, of GABY SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 166, Page 15, of the Public Records of Miami-Dade County, Florida

Address 8: 1251 NW 9 Court, Florida City, Florida 33034

Legal Description 8: Lot 3, in Block 2, of GABY SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 166, Page 15, of the Public Records of Miami-Dade County, Florida.

Address 9: 1271 NW 9 Court, Florida City, Florida 33034

Legal Description 9: Lot 4, in Block 2, of GABY SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 166, Page 15, of the Public Records of Miami-Dade County, Florida.

Address 10: 1311 NW 9 Court, Florida City, Florida 33034

Legal Description 10: Lot 5, in Block 2, of GABY SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 166, Page 15, of the Public Records of Miami-Dade County, Florida

Address 11: 1331 NW 9 Court, Florida City, Florida 33034

Legal Description 11: Lot 6, in Block 2, of GABY SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 166, Page 15, of the Public Records of Miami-Dade County, Florida.

Address 12: 1351 NW 9 Court, Florida City, Florida 33034

Legal Description 12: Lot 7, in Block 2, of GABY SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 166, Page 15, of the Public Records of Miami-Dade County, Florida.

Address 13: 1371 NW 9 Court, Florida City, Florida 33034

Legal Description 13: Lot 8, in Block 2, of GABY SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 166, Page 15, of the Public Records of Miami-Dade County, Florida

## **EXHIBIT C-3**:

FSADECV FL C1 LLC

Address: 150 SE 2 Avenue, Units #201, 202, 203, 204, 205, 206, 207, 208, and 209, Miami, Florida 33131

Legal Description: Units 201, 202, 203, 204, 205, 206, 207, 208, and 209 of BH 150 CONDOMINIUM, a condominium, together with an undivided interest in the common elements appurtenant thereto, according to the Declaration thereof as recorded in Official Records Book 29049, Page 2228, and all amendments thereto of the Public Records of Miami-Dade County, Florida

## **EXHIBIT C-4**:

## FSADECV FL C2 LLC

Address: 150 SE 2 Avenue, Unit #105, Miami, Florida 33131

Legal Description: Unit 105 of BH 150 CONDOMINIUM, a condominium, together with an undivided interest in the common elements appurtenant thereto, according to the Declaration thereof as recorded in Official Records Book 29049, Page 2228, and all amendments thereto of the Public Records of Miami-Dade County, Florida

## EXHIBIT C-5:

### FSADECV FL C3 LLC

Address: 1380 N. Krome Avenue, Florida City, Florida 33034

Legal Description: The North one-half (1/2) of the North one-half (1/2) of the East one-half (1/2) of the Southeast quarter (1/4) of the Northeast quarter (1/4), Section 24, Township 57 South, Range 38 East, of Miami-Dade County, Florida Less: BEGIN at the point of intersection of the South line of said portion of Section 24 with the West Maintained right-of-way line of State Road 997 (Krome Avenue) as Shown in Road Map Book 112 at page 90 of the Public Records of Miami-Dade County, Florida; thence South 89 degrees 29'18" West, along said South line, a distance of 26.00 feet; thence North 00 degrees 37'13" West, leaving said South line, a distance of 160.24 feet; thence North 01 degrees 59'37" West, a distance of 5.91 feet to the point of intersection with the North line of said portion of Section 24; thence North 89 degrees 29'06" East, along said North line a distance of 26.14 feet to the point of intersection with the said West Maintained right-of-way line of State Road 997 (Krome Avenue), thence South 00 degrees 37'13" East, along said West Maintained right-of-way line, a distance of 166.14 feet to the POINT OF BEGINNING. a/k/a 1380 Krome Avenue, Florida City, Florida 33034

## **EXHIBIT C-6:**

## FSADECV FL C5 LLC

Address: 20900 NE 30 Avenue, Unit 103, Aventura, Florida 33180

Legal Description: Condominium Unit No. 103, of One Aventura Executive Center, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 25576, at Page 4562, of the Public Records of Miami-Dade County, Florida

## **EXHIBIT C-7:**

#### FSADECV FL C6 LLC

Address: 20900 NE 30 Avenue, Unit 307, Aventura, Florida 33180

Legal Description: Condominium Unit No. 307, of One Aventura Executive Center, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 25576, at Page 4562, of the Public Records of Miami-Dade County, Florida.

## EXHIBIT C-8:

## FSADECV FL APT5 LLC

Address: 77 NW 77 Street, Miami, Florida 33180

Legal Description: Lot 32, less the North 100 feet in Block 1, Phoenix Park, according to the Plat thereof, as recorded in Plat Book 6, at Page 80, of the Public Records of Miami-Dade County, Florida.

### **EXHIBIT C-9:**

### FSADECV FL APT6 LLC

Address: 7824 NW 5 Court, Miami, Florida 33150

Legal Description: Lot 39, 44, and the North 20 feet of Lot 45, of Marden Heights, according to the Plat thereof, recorded in Plat Book 7, at Page 146, of the Public Records of Miami-Dade County, Florida, less that portion as reflected in that certain Order of Taking recorded in Official Records Book 15014, at Page 1673, lying in Section 12, Township 53 South, Range 41 East, Miami-Dade County, Florida

### **EXHIBIT C-10:**

## FSADECV FL APT2 LLC

Address: 1398 NW 61 Street, Miami, Florida 33142-8236

Legal Description: Lots 1 and 2 in Block 4 of Orchard Villa Extension, according to the plat thereof, as recorded in Plat Book 17 at Page 55 of the Public Records of Miami-Dade County, Florida.

## **EXHIBIT D**

## **EXHIBIT D-1**:

## FSADECV FL R1 LLC

Address 1: 4502 Woodland Circle, Tamarac, Florida 33319

Legal Description 1: A portion of "THE WOODLANDS COUNTRY CLUB," according to the plat thereof as recorded in Plat Book 67, at Page 30, of the Public Records of Broward County, Florida, being more particularly described as follows: Commencing at the Southwest corner of the "THE WOODLANDS COUNTRY CLUB," thence North 89°34'07" East, along the South line of said plat, a distance of 1421.25 thence North 21°40'57" East, a distance of 229.53 feet to the Point of Beginning; thence continue North 21°40'57" East, a distance of 19.00 feet; thence South 68°19'03" East a distance of 62.33 feet. Thence south 21°40'57" West a distance of 19.00 feet; thence North 68°19'03" West a distance of 62.33 feet to the Point of Beginning. a/k/a: Lot 1, Building 2, "WOODLAND VILLAS" (Unrecorded).

Address 2: 12130 St. Andrews Place, Unit 205, Miramar, Florida 33025

Legal Description 2: Condominium Unit No. 205, Building 5, of St. Andrews, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 40968, at Page 1398, of the Public Records of Broward County, Florida.

Address 3: 2174 Ensenada Terrace, Weston, Florida 33327

Legal Description 3: A Portion of Parcel B, SECTOR 1 BOUNDARY PLAT, according to the plat thereof, as recorded in Plat Book 165, Page 16, together with a Portion of Parcel A, SECTOR 2 BOUNDARY PLAT, according to the Plat thereof, as recorded in Plat Book 165, Page 36, Public Records of Broward County, Florida, being more particularly described as follows: Commence at the SW corner of Parcel B as shown on said Plat; thence South 85°30'16" East, for a distance of 395.31 feet; thence North 89°58'56" East, for a distance of 34.56 feet to the Point of Beginning; thence North 00°01'04" West, for a distance of 94.65 feet to the beginning of a non-tangent curve, concave Northerly and from said point a radial line bears North 05°41'53" West; thence Easterly along a circular curve to the left, having a radius of 167.00 feet, a central angle of 05°57'37" for an arc distance of 17.37 feet; to a non-tangent line; thence South 00°01'04" East, for a distance of 97.27 feet; thence South 89°58'56" West, for a distance of 17.17 feet to the Point of Beginning

Address 4: 242 Riviera Circle, Weston, Florida 33327

Legal Description 4: A portion of Tract 58, BONAVENTURE, according to the Plat thereof as recorded in Plat Book 82, Page 43, of the Public Records of Broward County, Florida, being more particularly described as follows: Commence at the most Northerly corner of Tract 15 of said Plat; thence North 34 46' 29" West for a distance of 196.53 feet, thence North 06 18' 59"

West for a distance of 37.00 feet; thence North 83 41' 01" East for a distance of 21.00 feet to the Point of Beginning; thence North 83 41'01" East for a distance of 15.00 feet; thence South 06 18' 59" East along the prolongation and centerline of the party wall for a distance of 41.00 feet; thence South 83 41' 01" West for a distance of 15.00 feet; thence North 06'18' 59" West along the prolongation and centerline of the party wall for a distance of 41.00 feet to the Point of Beginning.

Address 5: 415 SW 113 Way, Unit #415, Pembroke Pines, Florida 33025

Legal Description 5: Condominium Unit No. 415, Building 10, of Fairway Greens Condominium Homes, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 40766, at Page 1948, of the Public Records of Broward County, Florida.

Address 6: 2300 NW 33 Street, Unit 903, Oakland Park, Florida 33309

Legal Description 6: Condominium Unit No. 903, Building 9, of Sailboat Pointe Condominium, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 39539, at Page 772, of the Public Records of Broward County, Florida

## **EXHIBIT D-2**:

### FSADECV FL C4 LLC

Address: 1920 W Blue Heron Blvd., Riviera Beach, Florida 33404

Legal Description: Tract '1', of BLUE HERON WALGREENS, according to the Plat thereof, as recorded in Plat Book 84, Page 179, of the Public Records of Palm Beach County, Florida.

### **EXHIBIT D-3**:

## FSADECV FL C7 LLC

Address: 6015 Washington Street, Parcel A and Parcel B, Hollywood, Florida 33023

Legal Description: Parcel "A" and Parcel "B", First Union West, according to the Plat thereof, as recorded in Plat Book 144, at Page 25, of the Public Records of Broward County, Florida.

## EXHIBIT D-4:

#### FSADECV FL APT1 LLC

Address: 2137 Hayes Street, Hollywood, Florida 33020 and 1101 N. 22 Avenue, Hollywood, Florida 33020

Legal Description: The South 100 feet of Lot 1; the North 18 feet of the South 118 feet of the West 23 feet of Lot 1; the South 81 feet of Lot 2; the North 19 feet of the South 100 feet of the West 24 feet of Lot 2; the South 100 feet of the Lot 3; Lot 4 less the North 50 feet of the West 9 feet; all in Block 1 of HOLLYWOOD TERRACE NO. 2, according to the Plat thereof, as recorded in Plat Book 3, Page 13, of the Public Records of Broward County, Florida; and an Easement over the South 19 feet of the North 69 feet of the West 10.8 feet of the East 26 feet of Lot 2; together with the South 8.8 feet of the North 69 feet of the East 15.2 feet of said Lot 2; all in Block 1 of HOLLYWOOD TERRACE NO. 2, according to the Plat thereof, as recorded in Plat Book 3, Page 13 of the Public Records of Broward County, Florida.

## **EXHIBIT D-5:**

## FSADECV FL APT3 LLC

Address: 217 SW Avondale Drive, #1-6, Pompano Beach, Florida 33060

Legal Description: Lot 15 and 16, Block 14, AVONDALE, according to the plat thereof, as recorded in Plat Book 6, at Page 29, of the Public Records of Broward County, Florida

## **EXHIBIT D-6**:

#### FSADECV FL APT4 LLC

Address: 3071 NW 43 Street, Lauderdale Lakes, Florida 33309

Legal Description: Lot 2, Block 2, a portion of the NW 1/4 of Section 20, Township 49 South, Range 42 East, Broward County Florida, being more particularly described as follows: Commencing at the SW corner of the NW 1/4 of said Section 20; thence on an assumed bearing of N 0°14'42" East, along the West line thereof, for a distance of 2423.03 feet; thence S 89°55'36" East, parallel with and 330 feet South of, as measured at right angles to the North line of said Section 20, for a distance of 188.0 feet to the Point of Beginning of this description; thence continue S 89°55'36" East, along the last described course, for a distance of 165.0 feet; thence S 0°14'42" West, parallel with and 353 feet East of, as measured at right angles to the West line of said Section 20, for a distance of 165.0 feet; thence N 89°55'36" West, for a distance of 125.70 feet to an intersection with the arc of a circular curve to the left; thence Northerly and Westerly, along the arc of said curve, having a radius of 75.0 feet, and whose

radius point bears S 82°24'39" West from the last described point; thence N 0°14'42" East, for a distance of 108.77 feet to the Point of Beginning; said lands being in Broward County, Florida.

## EXHIBIT D-7:

## FSADECV FL APT7 LLC

Address: 225 S. B Street, Lake Worth, Florida 33460

Legal Description: Lots 11 and 12, Block 69, The Palm Beach Farms Company Plat No. 2, The Townsite of Lucerne (now Lake Worth), according to the Plat thereof, as recorded in Plat Book 2, at Page 29, of the Public Records of Palm Beach County, Florida

## **EXHIBIT D-8:**

## FSADECV FL APT8 LLC

Address: 3039 Avenue J 1, Riviera Beach, Florida 33404

Legal Description: Lot 13, Silver Acres Plat No. 2, according to the Plat thereof, as recorded in Plat Book 20, at Page 15, of the Public Records of Palm Beach County, Florida.

## EXHIBIT D-9:

## FSADECV FL APT9 LLC

Address: 3115 Avenue J A, Riviera Beach, Florida 33404

Legal Description: Lot 14, Silver Acres Plat No. 2, according to the Plat thereof, as recorded in Plat Book 20, at Page 15, of the Public Records of Palm Beach County, Florida

## EXHIBIT D-10:

## FSADECV TX R1 LLC

Address 1: 2227 Sawgrass Ridge, San Antonio, Texas 78260

Legal Description 1: Lot 33, Block 9, SUMMERGLEN, Unit 3, (planned unit development), Bexar County, Texas, according to map or plat thereof recorded in Volume 9544, Page(s) 187, of the Deed and Plat Records, together with Certificate of Correction recorded in Volume 10164, Page 811, of the Official Public Records of Bexar County, Texas.

Address 2: 6643 Biscay Bay, San Antonio, Texas 78249

Legal Description 2: Lot 35, Block 8, New City Block 16099, PROVINCIA VILLAS SUBDIVISION, a planned unit development, City of San Antonio, Bexar County, Texas, according to the map or plat thereof recorded in Volume 9560, Pages 31-32 Deed and Plat Records of Bexar County, Texas.

Address 3: 2243 Winding View, San Antonio Texas 78260

Legal Description 3: Lot 64, Block 10, SUMMERGLEN, Unit 3, (planned unit development), Bexar County, Texas, according to Map or Plat thereof recorded in Volume 9544, Page(s) 187, of the Deed and Plat Records of Bexar County, Texas.

Address 4: 6613 Biscay Bay, San Antonio, Texas 78249

Legal Description 4: Lot 50, Block 8, New City Block 16099, PROVINCIA VILLAS SUBDIVISION, City of San Antonio, Bexar County, Texas, according to map or plat thereof recorded in Volume 9560, Page(s) 31, Deed and Plat Records of Bexar County, Texas

Address 5: 1228 Links Lane, San Antonio, Texas 78260

Legal Description 5: Lot 11, Block 2, The Links at Canyon Springs, Bexar County, Texas, according to the plat thereof in Volume 9559, Page(s) 86-88, Deed and Plat Records of Bexar County, Texas

Address 6: 1214 Sunset View, San Antonio, Texas 78258

Legal Description 6: Lot 16, Block 10, New City Block 19214, THE MIDLANDS AT SONTERRA SUBDIVISION, Unit 5, "Planned Unit Development", City of San Antonio, Bexar County, Texas According to the Map or Plat thereof, recorded in, Volume 9514, Page 216, deed and plat records of Bexar County, Texas.

Address 7: 5018 Summit Pass, San Antonio, Texas, 78299

Legal Description 7: Lot 9, Block 2, New City Block 16467, THE GARDEN AT THE SUMMIT SUBDIVSION, City of San Antonio, Bexar County, Texas, according to map or plat thereof recorded in Volume 9593, Page(s) 46, of the Deed and Plat Records, Bexar County, Texas

Address 8: 2018 Sawgrass Ridge, San Antonio, Texas, 78260

Legal Description 8: Lot 13, Block 7, SUMMERGLEN, Unit-2B, (Planned Unit Development), Bexar County, Texas, according to map or plat thereof recorded in Volume 9543, Page(s) 165, Deed and Plat Records of Bexar County, Texas.

Address 9: 5005 Stowers Blvd, San Antonio, Texas 78238

Legal Description 9: Lots 66, Block 21, New City Block 18089, WURZBACH MEADOW TOWNHOUSE SUBDIVISION, City of San Antonio, Bexar County, Texas, according to the map or plat thereof recorded in Volume 9614, Page(s) 203, Deed and Plat Records of Bexar County, Texas.

Address 10: 5007 Stowers Blvd, San Antonio, Texas 78238

Legal Description 10: Lots 67, Block 21, New City Block 18089, WURZBACH MEADOW TOWNHOUSE SUBDIVISION, City of San Antonio, Bexar County, Texas, according to the map or plat thereof recorded in Volume 9614, Page(s) 203, Deed and Plat Records of Bexar County, Texas.

Address 11: 25235 Four Iron Court, San Antonio, Texas 78260

Legal Description 11: Lot 23, Block 4, THE LINKS AT CANYON SPRINGS, Unit-4, P.U.D., Bexar County, Texas, according to map or plat thereof recorded in Volume 9570, Page (s) 210, Deed and Plat Records, Bexar County, Texas

Address 12: 1220 Links Lane, San Antonio, Texas 78260

Legal Description 12: Lot 9, Block 2, THE LINKS AT CANYON SPRINGS, Unit-1, a planned Unit development, City of San Antonio, Bexar County, Texas, according to map or plat thereof recorded in Volume 9559, Page 86, of the Deed and Plat Records, Bexar County, Texas

Address 13: 25319 Bunker Drive, San Antonio, Texas 78260

Legal Description 13: Lot 5, Block 1, C.B. 4927, THE LINKS AT CANYON SPRINGS Unit-3 (planned unit development), City of San Antonio, Bexar County, Texas, according to map or plat thereof recorded in Volume 9566, Page 62, of the Deed and Plat Records, Bexar County, Texas

Address 14: 3823 Olive Green, San Antonio, Texas 78260

Legal Description 14: Lot 151, Block 146, VILLAS AT SILVERADO HILLS, an enclave subdivision, Bexar County, Texas, according the Map or Plat thereof recorded in Volume 9579, Page 107, Deed and Plat Records, Bexar County, Texas.

Address 15: 26922 Villa Toscana, San Antonio, Texas 78260

Legal Description 15: Lot 35, Block 146, C.B. 4847, VILLAS AT SILVERADO HILLS, Bexar County, Texas, according to map or plat thereof recorded in Volume 9579, Page(s) 107-113, of the Deed and Plat Records of Bexar County, Texas.

Address 16: 1115 Links Cove, San Antonio, Texas 78260

Legal Description 16: Lot 1, Block 2, THE LINKS AT CANYON SPRINGS, Unit 1, a planned Unit Development, Bexar County, Texas, according to map or plat thereof recorded in Volume 9559, Page(s) 86, Deed and Plat Records, Bexar County, Texas.

Address 17: 1103 Olympic Club, San Antonio, Texas 78260

Legal Description 17: Lot 17, Block 4, THE LINKS AT CANYON SPRINGS, UNIT 3, Planned Unit Development, Bexar County, Texas, according to plat thereof recorded in Volume 9566, Page 62, Deed and Plat Records of Bexar County, Texas.

Address 18: 1247 Links Lane, San Antonio Texas, 78260

Legal Description 18: Lot 46, Block 4, THE LINKS AT CANYON SPRINGS, Unit 1, a planned Unit development, Bexar County, Texas, according to map or plat thereof recorded in Volume 9559, Page(s) 86, Deed and Plat Records, Bexar County, Texas

## **EXHIBIT D-11**:

## FSADECV TX C1 LLC

Address: Stone Oak Parkway, San Antonio, Texas 78258

Legal Description: Lot 3, Block 3, in New City Block 19218, of CALLE STONE OAK, an addition to the City of San Antonio, Bexar County, Texas, according to the plat thereof recorded in Volume 9659, Page 95, Deed and Plat Records, Bexar County, Texas.

#### **EXHIBIT E**

#### PROPERTIES:

Finca n.º 6090 del Registro de la Propiedad n.º 27 de Madrid "Vivienda situada en la segunda planta alta, de la casa en Madrid, calle de Fuencarral número sesenta y siete",

Finca n.º 9898 del Registro de la Propiedad n.º 4 de Madrid "Piso segundo derecha de la casa número veintiuno de la calle Mayor de esta capital"

Finca n.º 12321 del Registro de la Propiedad n.º 2 de Majadahonda "Parcela de terreno situada en el Área de Desarrollo número Quince, Los Valles, término municipal de Majadahonda, en la Actualidad en la Avenida de las Moreras número Once".

Finca n.º 14700 del Registro de la Propiedad n.º 2 de Getafe, respecto de Edificio Industrial, sito en la calle Glaser, n.º 1 de UE (1)-18.

Finca n.º 3/11769 del Registro de la Propiedad n.º 37 de Madrid, respecto de Casa en Madrid, calle Caravaca, n.º 12, moderno, 14 novísimo de la manzana 56.

Fincas n.º 30247-4ª, 30248-4ª, 30251-4ª, 30252-4ª, 30255-4ª, 30256-4ª del Registro de la Propiedad n.º 18 de Madrid.

Fincas nº 30246-4ª, 30249-4ª, 30250-4ª, 30253-4ª, 30254-4ª, 30257-4ª "Viviendas con anejos en la calle Moquetas nº 26 de Madrid" del Registro de la Propiedad nº 18 de Madrid."

Fincas nº 16258-9, 16258-10, 16258-11, 16258-12, 16258-13, 16258-14, 16258-15, 16258-16, 16260-1, 16260-2, 16260-3, 16260-4, 16260-5, 16260-6, 16260-7, 16260-8 del Registro de la Propiedad nº 24 de Madrid o plazas de aparcamiento del Sótano II en construcción sito en la calle José Celestino Mutis nº 22-24 de Madrid.

Fincas nº 16262, 16264, 16266, 16268, 16270, 16272, 16274, 16276, 16278 del Registro de la Propiedad nº 24 de Madrid o "Viviendas en edificio en construcción en la Calle José Celestino Mutis, nº 22-24"

## **BANK ACCOUNTS:**

Banco Santander S.A. ES6300495167962716333613
Bankia S.A. ES4920381817716000523598
Bankinter ES9301280029760100035111